

CR Form 204
(Revised)
(6-1-43)

PERMIT
LEASE NO. W
1-1901

Negotiated Agreement

Tr 2-8
OFFICE

WAR DEPARTMENT
Office of the Chief of Engineers
Construction Division
Real Estate Branch

SUPPLEMENTAL AGREEMENT ACCEPTING PROPOSED RESTORATION

THIS SUPPLEMENTAL AGREEMENT entered into this 14th
day of October 19 47 by and between the CITY OF SEATTLE, through its
DEPARTMENT OF PUBLIC WORKS

whose address is County-City Building, Seattle 4, Washington

for itself, its heirs, executors, administrators, successors,
and assigns, hereinafter called the LESSOR, and THE UNITED STATES OF
AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS on June 16, 1942 a permit was entered
into between the LESSOR and the Government covering the following described
premises:

West 50 feet of Second Avenue South from Spokane Street South to Dismal Avenue.

for the period June 16, 1942 to June 30, 1949 with option of
renewal annually thereafter to June 30, 1950 for duration and six (6) months
thereafter.

which lease was duly renewed by the Government to June 30, 1949 inclusive

WHEREAS said lease will expire/terminate* on the 1st
day of February, 19 48

WHEREAS the ~~Permitter~~ Lessor has given notice that restoration of the premises by the Government in accordance with paragraph ~~of said~~ lease will be required; and,

WHEREAS the Government has proposed to undertake the restoration of the premises in the following manner:

Remove all concrete curbs, slabs, foundation posts, all wooden posts and headers, and clean up grounds.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do mutually agree as follows:

1. That the Government will accomplish restoration of the premises in the manner aforesaid.

2. That performance of the restoration proposed by the Government will be accepted by the ~~Permitter~~ Lessor in full satisfaction of the obligation of the Government to restore the premises, and and the Lessor hereby remises, releases, and forever discharges the Government, its officers and agents, or employees, of and from any and all manner of actions, liability, and claims (except any unpaid rent for the period ending ~~1943~~) against the Government, its officers, agents, and employees, which the Lessor now has or ever will have for the further restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises; and the Lessor and all persons hereafter claiming any right, title or interest under the Lessor will execute and deliver such further releases, for the more effectual release of the Government by reason of said obligation to restore said premises, or by reason of any other matter, cause, or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises, as the Government at any time hereafter may request.

3. That the ~~Permitter~~ Lessor will upon completion of the restoration referred to above assume custody and the care of said premises, the Government thereafter being relieved from any further responsibility therefor.

4. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

ATTEST:
WITNESS:

THE CITY OF SEATTLE, through its
DEPARTMENT OF PUBLIC WORKS

OK
cyw

E. G. Henry
(Address) its Secretary
B. C. HENRY

By: W. C. MORSE
Chairman
W. C. MORSE

C.C.P.

(Address)

(Address)

THE UNITED STATES OF AMERICA

By *L. H. HENRY*
Contracting Officer

*Delete inapplicable words.

~~Permitter~~
(If ~~Permitter~~ is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

L. H. HENRY
Colonel, Corps of Engineers
District Engineer

City Comptroller
and ex-Officio
City Clerk

I, W. C. Thomas, ~~Permitter~~ certify that I am the ~~Permitter~~ of the corporation named as ~~Permitter~~ in the attached ~~lease~~; that

W. C. Morse and B. C. Henry
~~supplemental agreement~~ ~~Permitter~~ were ~~Permitter~~ who signed said ~~lease~~ on behalf of the ~~Permitter~~, ~~then~~ ~~Chairman and Secretary~~ of said ~~Department~~ ~~incorporation~~; that said ~~lease~~ was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

W. C. Thomas (Corporate Seal)
W. C. THOMAS, City Comptroller and
ex-Officio City Clerk

CR Form 204
(Revised)
(6-1-43)

PERMIT
LEASE NO. ~~WA 4-1370~~ ~~ENG~~
Negotiated Agreement
J.C. McC.

WAR DEPARTMENT
Office of the Chief of Engineers
Construction Division
Real Estate Branch

Tract 3-P

SUPPLEMENTAL AGREEMENT ACCEPTING PROPOSED RESTORATION

THIS SUPPLEMENTAL AGREEMENT entered into this 14th
day of October 1947 by and between the CITY OF SEATTLE, through its
DEPARTMENT OF PUBLIC WORKS

whose address is County-City Building, Seattle 4, Washington

for itself, its heirs, executors, administrators, successors,
and assigns, hereinafter called the lessor and THE UNITED STATES OF
AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS on May 13, 1942 ^{permit} a lease was entered
into between the ~~lessor~~ and the Government covering the following described
premises:

Dakota Street between First Avenue & Second Avenue South

for the period May 13, 1942 to June 30, 1943 with option of
~~renewal annually thereafter to June 30, 1944~~ for duration and 6 (six) months
thereafter.

~~which lease was duly renewed by the Government to June 30, 1944 inclusive~~

WHEREAS said ^{permit} lease will expire/terminate* on the 1st
day of February, 1948;

~~Permitter~~

WHEREAS the ~~Lessor~~ has given notice that restoration of the premises by the Government ~~in accordance with paragraph 1 of said lease~~ will be required; and,

WHEREAS the Government has proposed to undertake the restoration of the premises in the following manner:

Remove all concrete curbs, slabs, foundation posts, all wooden posts and headers, and clean up grounds.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do mutually agree as follows:

1. That the Government will accomplish restoration of the premises in the manner aforesaid.
2. That performance of the restoration proposed by the Government will be accepted by the ~~Lessor~~ in full satisfaction of the obligation of the Government to restore the premises, and the ~~Lessor~~ hereby remises, releases, and forever discharges the Government, its officers and agents, or employees, of and from any and all manner of actions, liability, and claims (except ~~any unpaid rent for the period ending 31 December 1943~~) against the Government, its officers, agents, and employees, which the ~~Lessor~~ now has or ever will have for the further restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said ~~lease~~ and the occupation by the Government of the aforesaid premises; and the ~~Lessor~~ and all persons hereafter claiming any right, title or interest under the ~~lease~~ will execute and deliver such further releases, for the more effectual release of the Government by reason of said obligation to restore said premises, or by reason of any other matter, cause, or thing whatsoever particularly arising out of said ~~lease~~ and the occupation by the Government of the aforesaid premises, as the Government at any time hereafter may request.
3. That the ~~Lessor~~ will upon completion of the restoration referred to above assume custody and the care of said premises, the Government thereafter being relieved from any further responsibility therefor.

4. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

ATTEST:
WITNESS:

THE CITY OF SEATTLE, through its
DEPARTMENT OF PUBLIC WORKS

o/k
cgw
C.O.W.

E. G. Henry
(Address) its Secretary
E. G. HENRY

By: W. C. Morse
Lessor Chairman
W. C. MORSE

(Address)

(Address)

THE UNITED STATES OF AMERICA

By: [Signature]
Contracting Officer
Chief, Real Estate Division

*Delete inapplicable words.

(If ~~Permitter~~ is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, W. C. Thomas ~~Permitter~~ ^{City Comptroller and ex-officio City Clerk}
~~Secretary~~ of the corporation named as Lessor in the attached lease; that

W. C. Morse and E. G. Henry ~~supplemental agreement~~ ^{Chairman and Secretary}
on behalf of the Lessor ~~supplemental agreement~~ ^{Department}
corporation that said lease was duly signed for and in behalf of said
corporation by authority of its governing body, and is within the scope
of its corporate powers.

A. Thomas (Corporate Seal)
W.C. Thomas, City Comptroller and
ex-officio City Clerk

CR Form 204
(Revised)
(6-1-43)

LEASE NO. W 2-1-43 ENC

Negotiated Agreement

WAR DEPARTMENT
Office of the Chief of Engineers
Construction Division
Real Estate Branch

SUPPLEMENTAL AGREEMENT ACCEPTING PROPOSED RESTORATION

THIS SUPPLEMENTAL AGREEMENT entered into this 15th day of October 1947 by and between the CITY OF SEATTLE, through its DEPARTMENT OF PUBLIC WORKS

whose address is County-City Building, Seattle 4, Washington

for itself, its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS on April 21, 1947 a lease was entered into between the Lessor and the Government covering the following described premises:

That portion of 2nd Avenue South as donated to City by D.P.S.S. Co. Under Ordinance #74962 as approved May 8, 1946 and 2nd Avenue South, South of Diagonal Avenue.

for the period April 21, 1947 to June 30, 1948 with option of renewal annually thereafter to June 30, 1949 for duration and six (6) months thereafter.

which lease was duly renewed by the Government to June 30, 1949, inclusive.

WHEREAS said lease will expire/terminate* on the 1st day of February, 1948

~~Permitter~~
WHEREAS the ~~Lessor~~ has given notice that restoration of the premises by the Government in accordance with paragraph ~~of said~~ ~~Lease~~ will be required; and,

WHEREAS the Government has proposed to undertake the restoration of the premises in the following manner:

Remove all concrete curbs, slabs, foundation posts, all wooden posts and headers, and clean up grounds.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto do mutually agree as follows:

1. That the Government will accomplish restoration of the premises in the manner aforesaid.
2. That performance of the restoration proposed by the Government will be accepted by the ~~Lessor~~ in full satisfaction of the obligation of the Government to restore the premises, and and the ~~Lessor~~ hereby remises, releases, and forever discharges the Government, its officers and agents, or employees, of and from any and all manner of actions, liability, and claims (except any unpaid rent for the period ending ~~1943~~) against the Government, its officers, agents, and employees, which the ~~Lessor~~ now has or ever will have for the further restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said ~~Lease~~ and the occupation by the Government of the aforesaid premises; and the ~~Lessor~~ and all persons hereafter claiming any right, title or interest under the ~~Lessor~~ will execute and deliver such further releases, for the more effectual release of the Government by reason of said obligation to restore said premises, or by reason of any other matter, cause, or thing whatsoever particularly arising out of said ~~Lease~~ and the occupation by the Government of the aforesaid premises, as the Government at any time hereafter may request.
3. That the ~~Lessor~~ will upon completion of the restoration referred to above assume custody and the care of said premises, the Government thereafter being relieved from any further responsibility therefor.

4. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

ATTEST:
WITNESSES:

THE CITY OF SEATTLE, through its
DEPARTMENT OF PUBLIC WORKS

o/k
c g w
C.C.W.

E. G. Henry
(address) its Secretary

W. C. Morse
Chairman

(Address)

(Address)

THE UNITED STATES OF AMERICA

By

Contracting Officer

J. C. McCAUSTLAND
Chief, Real Estate Division

*Delete inapplicable words.

(If Permittee is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, W. C. Thomas, certify that I am the City Comptroller and ex-Officio City Clerk of the corporation named as Permittee in the attached supplemental agreement, that W. C. Morse and E. G. Henry who signed said supplemental agreement on behalf of the Permittee, were then Chairman and Secretary of said Department, that said supplemental agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate power.

W. C. Thomas (Corporate Seal)
W. C. THOMAS, City Comptroller and
ex-Officio City Clerk

DEPARTMENT OF THE ARMY
~~ARMY SERVICE FORCES~~

Corps of Engineers
North Pacific Division
Seattle District
RELEASE
(Corporations)

Permit
~~Lease~~ No. A-3456

7c 10-P

WHEREAS, on the 11th day of October, 19 43
City of Seattle, through its Board of Public Works,
municipal
a corporation existing under and by virtue of the laws of the State of Washington
with its principal office located in the city of Seattle
county of King, and State of Washington
did ~~lease~~ ^{permit}, demise, and let unto the United States of America certain premises
situated in the city of Seattle, county of King, and
State of Washington, and more particularly described as follows:

Diagonal Avenue between 2nd Avenue South and 1st Avenue South

WHEREAS, the use of said premises is no longer required by the United States of
America and possession of said property having been redelivered by the United States
of America to the ~~lessor~~ ^{permitter} on the 18th day of June, 19 48

Now, Therefore, Know All Men By These Presents, that we, City of Seattle,
a municipal corporation, through its Board of Public Works,

for and in consideration of the sum of One Dollar and other valuable considerations,
the receipt of which are hereby acknowledged, have remised, released, and forever
discharged, and by these presents do for ourselves, our successors, and assigns,
remise, release, and forever discharge the United States of America, its officers,
agents, and employees of and from all manner of actions, liability, and claims ~~(except any unpaid rent for the period ending xxxxxxxx 1948)~~
against the United States of America, its officers, agents, and employees which we or they ever had,
now have, or ever will have upon, or by reason of any matter, cause, or thing what-
soever, particularly arising out of said ~~lease~~ ^{permit} and the occupation by the United
States of America of the aforementioned property.

In Witness Whereof, we have caused these presents to be signed by our Chairman,
Board of Public City Comptroller and ex-
Works attested by our Office City Clerk, and our corporate seal to be
hereto affixed this 19th day of Aug., 19 48
Attest: W. C. Thomas CITY OF SEATTLE, a municipal corporation,
through its BOARD OF PUBLIC WORKS

ENG FORM 232 City Comptroller and ex-Officio
(CR FORM 129) City Clerk
W. C. THOMAS

By W. C. Morse
Chairman, Board of Public Works
W. C. MORSE